

Dear \_\_\_\_\_:

I am submitting, have submitted, or will submit to you certain material, which may be submitted in written, visual, pre-recorded and/or oral form (hereinafter referred to as the "Material") and I have asked you to consult on the Material under the terms and conditions stated herein:

TITLE (if any): " \_\_\_\_\_ "

**BRIEF SUMMARY OF CONCEPT, IDEA, THEME OR PLOT:**

1. I acknowledge that because of your position in the entertainment industry you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed or written by you or to those otherwise available to you. Further, I acknowledge that you have adopted the policy of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this. Accordingly, I specifically acknowledge that you would refuse to accept, consider or otherwise review the Material in the absence of my acceptance of each and all provisions of this agreement ("Agreement"). I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material.
2. In consideration of your receipt of the Material, I hereby agree to the terms of this Agreement. I acknowledge that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist
3. I represent and warrant that I am the sole owner and author of the Material; that I have full right to submit it to you upon the terms and conditions stated herein; and that the consent of no other person or entity is required to fully exploit the Material. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against you or incurred by you, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these representations and warranties.
4. I acknowledge that the Material is, has been, or will be submitted by me voluntarily and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission or the Material. I agree that nothing contained in this Agreement nor the fact of my submission of the Material

to you shall be deemed to place you in a position different from that of, or to cause you to have any fewer rights than, a member of the general public to whom I have not submitted the Material.

5. I acknowledge that materials (or portions thereof) developed, created, acquired, licensed or otherwise obtained by you, or third party materials to which you have had access, may be similar or identical to the Material (or portions thereof) in theme, idea, plot, format and/or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material. I hereby waive, and agree that I will never make any claim or demand or bring any action against you in connection with the use of the Material. In this connection, I hereby release and absolutely and forever discharge you of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which I now have, or at any time heretofore ever had or which I may have in the future, against you which in any way arise out of or in connection with the Material.
6. I have retained, or will retain, at least one copy of the Material, I acknowledge that you do not intend to return to me any copies of the Material submitted to you hereunder, and I hereby release you of and from any and all liability for loss of, or damage to, such copies.
7. If the Material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons. As used herein, "you" shall be deemed to include you, your related entities, and your and their employees, agents, contractors, licensees and assigns.
8. Any provision or part of any provision which is void or unenforceable shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said material; and that this Agreement states our entire understanding.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_